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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

Genesis Global Holdco, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No.: 23-10063 (SHL)

Jointly Administered

**CERTIFICATE OF PUBLICATION**

I, Jane VanLare, an attorney admitted to practice before this court and an employee of the firm of Cleary Gottlieb Steen & Hamilton LLP, hereby certify that the *Notice of Hearing to Consider Confirmation of the Chapter 11 Plan Filed by the Debtors and Related Voting and Objection Deadlines*, which is substantially similar to the form of notice attached as Exhibit 14 to the *Order Authorizing Debtors' Motion to Approve (I) the Adequacy of Information in the Disclosure Statement, (II) Solicitation and Voting Procedures, (III) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (IV) Certain Dates with Respect Thereto* [ECF No. 1027], was published in *The New York Times* on Thursday, December 14, 2023, as more fully set forth in the Proof of Publication of Larnyce Tabron (attached hereto as Exhibit A).

Dated: December 20, 2023  
New York, New York

/s/ Jane VanLare  
Jane VanLare

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (as applicable), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

**EXHIBIT A**

**Proof of Publication**



The New York Times  
Company

620 8th Avenue  
New York, NY 10018  
nytimes.com

## PROOF OF PUBLICATION

December 14, 2023

I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

12/14/2023, NY & NATL, pg B3

*Larnyce Tabron*

Digitally signed  
by John McGill  
Date: 2023.12.14  
16:54:55 -05'00'

JOHN MCGILL  
Electronic Notary Public  
Commonwealth of Virginia  
Registration No. 8038092  
My Commission Expires Dec 31, 2027

### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: Chapter 11  
Genesis Global Holdco, LLC, et al.,<sup>1</sup> Case No.: 23-10063 (SHL)  
Debtors. Jointly Administered

### NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES

#### PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On December 6, 2023, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order at ECF No. 1027 (the "Order") (i) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit the votes on the Debtors' Amended Joint Chapter 11 Plan, dated November 28, 2023 [ECF No. 989] (including all exhibits annexed thereto and as it may be amended, altered, modified, revised, or supplemented from time to time) (the "Plan"); (ii) approving the Amended Disclosure Statement with Respect to the Amended Joint Chapter 11 Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031] (including all exhibits attached thereto, and as may be amended, altered, modified, revised, or supplemented from time to time) (the "Disclosure Statement"); as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the Solicitation Packages; and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

2. The hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence via Zoom on **February 14, 2024 at 10:00 A.M., prevailing Eastern Time**, before the Honorable Sean H. Lane, United States Bankruptcy Court for the Southern District of New York. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court, by agreement filed with the Court, and/or by a notice of adjournment filed with the Court and served on all parties entitled to notice.

3. The Plan may be modified, if necessary, before, during or as a result of the Confirmation Hearing without further notice to the Debtors.

4. The deadline for filing objections to the Plan, including objections to the disallowance of any claim for voting purposes, is **January 29, 2024 at 4:00 P.M. prevailing Eastern Time** (the "Objection Deadline"). Any objection to the Plan must (a) be in writing; (b) be in English; (c) conform to the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of New York, and the Order Implementing Certain Notice and Case Management Procedures (ECF No. 44) (the "Case Management Order"); (d) state with particularity the basis and nature of any objection to the Plan; (e) be filed electronically with this Court on the docket of *In re Genesis Global Holdco, LLC, et al.*, Case No. 23-10063 (SHL) by registered users of this Court's electronic filing system and in accordance with the Bankruptcy Court's General Order M-399 (which is available at <http://www.nysb.uscourts.gov>); and (f) be served so as to be actually received by the Objection Deadline (or supplemental deadline, if applicable), by: (i) the Chambers of the Honorable Judge Sean H. Lane, United States Bankruptcy Court for the Southern District of New York, 300 Quonipus Street, White Plains, NY 10601; (ii) counsel to the Debtors, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Sean A. O'Neal, Esq., Luke A. Barefoot, Esq. and Jane VanLare, Esq.; (iii) the Office of the United States Trustee for Region 2, U.S. Department of Justice, Office of the U.S. Trustee, Alexander Hamilton U.S. Custom House, One Bowling Green, Suite 315, New York, NY 10004, Attn: Greg Zipes, Esq.; (iv) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Philip Abelson, Esq. and Chris Shore, Esq.; and (v) any parties that have appeared and requested notice pursuant to the Bankruptcy Rules.

5. Pursuant to the Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the Plan. If you

are a Holder of a Claim against the Debtors as of November 28, 2023 (the "Voting Record Date"), and entitled to vote, you have received with this Notice a ballot form ("Ballot") and instructions for completing the Ballot.

6. The deadline for voting on the Plan is on **January 10, 2024 at 4:00 P.M. prevailing Eastern Time** (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must (a) follow the Ballot instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by Kroll Restructuring Administration LLC (the "Solicitation Agent" or "Kroll") on or before the Voting Deadline. A failure to follow such instructions may disqualify your vote.

7. If a controversy arises regarding whether any claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resubmitting any votes on the Plan.

8. The Debtors will file the Plan Supplement (as defined in the Plan) on or before **December 29, 2023**, and will serve notice on all the Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

9. Additional copies of the Plan, Disclosure Statement, or any other solicitation materials (except for Ballots) are available free of charge by visiting the Kroll website at <https://restructuring.a.kroll.com/genesis>. You may also obtain copies of any pleadings by visiting at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you of your legal rights under the Plan or as to whether you should vote to accept or reject the Plan.

10. Holders of Unpaid Claims and Disputed Claims are not entitled to vote on the Plan and therefore will receive a Notice of Non-Voting Status rather than a Ballot; provided, that, Holders of Voting Disputed Claims (as defined in the Solicitation and Voting Procedures) shall receive a Ballot as set forth in such procedures. If you have not received a Ballot (or you have received a Ballot listing an amount you believe to be incorrect) or if the Solicitation and Voting Procedures otherwise state that you are not entitled to vote on the Plan, but you believe that you should be entitled to vote on the Plan (or vote an amount different than the amount listed on your Ballot), then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018(a) Motion") for an order temporarily allowing your Claim for purposes of voting to accept or reject the Plan on or before December 15, 2023. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes after notice and a hearing. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered.

11. If confirmed, the Plan shall bind all Holders of Claims and Holders of Equity Interests to the maximum extent permitted by applicable law, whether or not such holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in these Chapters 11 Cases, or failed to vote to accept or reject the Plan or voted to reject the Plan. Dated: December 6, 2023, New York, New York. */s/ Jane VanLare*, Sean A. O'Neal, Luke A. Barefoot, Jane VanLare, CLEARY GOTTLEB STEEN & HAMILTON LLP, One Liberty Plaza, New York, New York 10006, Telephone: (212) 225-0000, Facsimile: (212) 225-3999, Counsel to the Debtors and Debtors-in-Possession.

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (82119); Genesis Global Capital, LLC (85642); and Genesis Asia Pacific Pte. Ltd. (21648). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.



# Fed Holds Rates Steady and Eyes Cuts in '24

FROM FIRST BUSINESS PAGE  
ingly bet that the Fed could cut rates as soon as March.

Mr. Powell avoided declaring victory over inflation and steered clear of commenting on when rates cuts might start or what criteria would warrant them. Still, he struck a sunny tone during his news conference, celebrating recent progress on inflation and expressing cautious hope that it might continue slowing without causing serious economic pain.

“Inflation has eased from its highs, and this has come without a significant increase in unemployment — that’s very good news,” Mr. Powell said, even as he emphasized that “the path forward is uncertain.”

Inflation has surprised officials before by speeding back up after slowing down, and policymakers made clear on Wednesday that they could still raise rates if prices unexpectedly jumped.

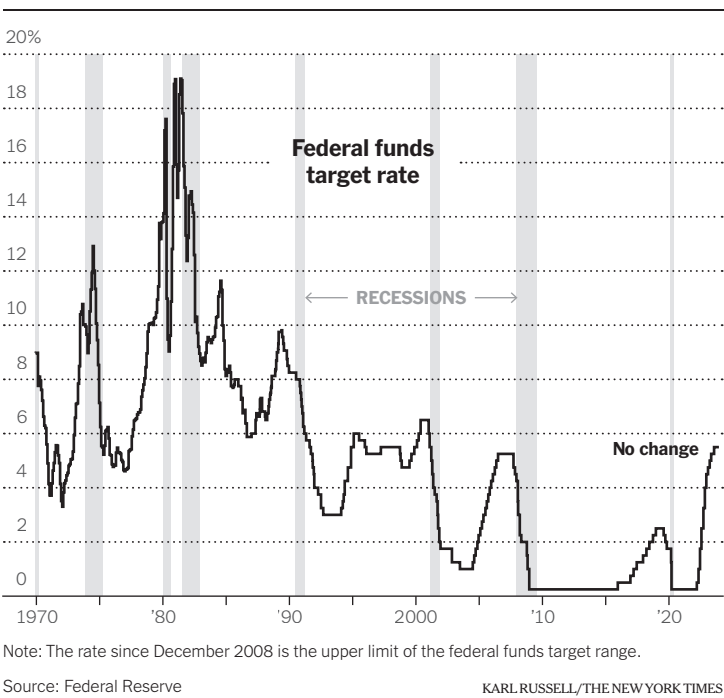
“Participants didn’t write down additional hikes,” Mr. Powell said. “Participants also didn’t want to take the possibility of further hikes off the table.”

But even with that caveat, the overall message was that “they’re feeling much better about the policy setting, and plotting a course for reducing rates next year,” said Matthew Luzzetti, chief U.S. economist at Deutsche Bank. He said he thought the Fed could move toward laying out what would warrant rate cuts as soon as January.

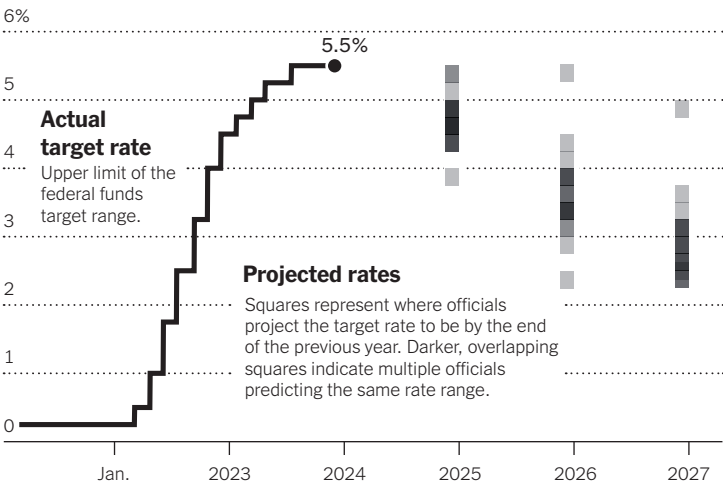
The call for lower rates was widespread, based on the announcement on Wednesday: Not a single Fed official expected interest rates to be higher at the end of next year.

That shift in outlook has come as the economy makes long-awaited and meaningful progress toward slower price increases.

Americans have been contending with rapid inflation ever since prices began to rise quickly in early 2021. Costs initially jumped as global supply chains snarled and shortages surfaced for products like cars and furniture. Inflation was then exacerbated by a pop in fuel and food costs after Russia’s 2022 invasion of Ukraine. Those big shocks collided with



## Fed officials project rate cuts in 2024 and beyond



strong demand: Households had saved a lot of money during the pandemic, partly as they received relief payments from the government. As they spent enthusiastically, companies had the wherewithal to raise prices without scaring away customers. Firms themselves started to pay more as

they tried to lure workers in a strong labor market with far more job openings than applicants.

That is where Fed policy came in. The central bank rapidly lifted borrowing costs starting last year — even making a series of jumbo three-quarter point increases — to make it more expensive to bor-

row to buy a house, finance a car purchase or rack up credit card debt. The goal was to cool demand and weaken the booming labor market.

In recent months, a combination of supply chain healing and slightly weaker demand have combined to start bringing inflation down meaningfully. Data this week showed overall consumer price increases slowing to 3.1 percent in November, down sharply from 9.1 percent at the peak in the summer of 2022.

Fed officials have also been heartened to see that the job market is cooling. Job openings are down notably and employers are hiring at a robust but no longer white-hot pace. As supply and demand for workers comes into balance, wage gains have been slowing.

Officials think that more modest pay gains could pave the way for slower price increases in services — nonphysical purchases like haircuts and rent — which have taken over from goods as the major driver of inflation.

The Fed’s economic projections released Wednesday showed that policymakers expect inflation to return to 2 percent by 2026. They also showed that officials still expect unemployment to climb slightly, reaching 4.1 percent next year, as growth slows.

That would be a big win for the Fed, especially considering that many forecasters were predicting an impending recession as recently as late this spring and early this summer.

Mr. Powell reiterated that he has “always” seen a path toward slowing inflation without causing a lot of economic pain, and noted that the economy does seem to be making progress toward what economists call a “soft landing” as the job market remains strong and inflation cools.

“Inflation keeps coming down, the labor market keeps getting back into balance,” Mr. Powell said Wednesday. “It’s so far, so good, although we kind of assume that it will get harder from here, but so far, it hasn’t.”

Joe Rennison contributed reporting.

# Revised German Budget Shrinks Climate Spending

By CHRISTOPHER F. SCHUETZE

Nearly a month after a court ruling left a hole in Germany’s 2024 budget, the government in Berlin introduced a new spending plan that included cuts in programs to address climate change, but confirmed its commitment to 8 billion euros (\$8.6 billion) in direct military aid to Ukraine.

The new budget will comply with the constitutional rules against taking on new debt, the government said.

“We are forging ahead with the climate-neutral transformation of our country. We are strengthening social cohesion. And we are standing closely by Ukraine’s side in its defense against Russia,” the chancellor, Olaf Scholz, said Wednesday morning.

“However, it is clear that we will have to make do with significantly less money to achieve these goals,” he added.

Cuts were made from a fund to help businesses move toward more environmental-friendly practices, and subsidies were reduced for electric vehicles and solar energy. Subsidies promised for a new semiconductor factory will be kept.

Announced before lawmakers go on holiday break on Friday, the spending plan came after prolonged and arduous negotiations that had threatened to rupture the government’s three-party coalition. Lawmakers must still vote on the plan, but it’s expected to pass because the coalition has a majority in parliament.

Germany’s budget crisis started four weeks ago, when the nation’s top court ruled that the government had violated the constitution by transferring a special €60 billion fund created to deal with the Covid pandemic emergency into a “climate and transformation fund.” German law sharply restricts government borrowing above certain limits unless the money is for emergencies. While the pandemic qualified as an emergency, the court said ministers could not use the money for

other purposes.

The money had been planned for 2023 and 2024. To keep this year’s budget within the law, the government said the rising cost of energy caused by Russia’s war in Ukraine constituted an emergency. But that designation would not apply to next year’s budget, leaving a €17 billion shortfall.

That put the spotlight on the differences among the coalition partners: the Greens seeking money to spend on climate transformation; the Social Democrats wanting to secure extra funding for social security payments; and the liberal FDP party, which wanted to avoid tax increases and preserve subsidies for commuters using cars. Christian Linder, the head of the FDP and the finance minister, appeared willing to start 2024 without a budget.

The crisis has taken a political toll on a government that had

## A second try after the transfer of Covid funds was denied by a court.

been facing criticism for other reasons. According to a recent national poll, only 19 percent of respondents thought Mr. Scholz was suited to the job of chancellor. And the leader of the conservative party, which has been critical of the government’s handling of the budget issues, demanded that Mr. Scholz face a confidence vote when parliament returns in 2024.

While there was some criticism of the budget agreement from business groups, many agreed that it was important to finally have a budget.

“It is both good and important that the federal government has reached an agreement,” Bertram Kawlath, the vice president of the VDMA, an industry association of mechanical engineers, said in a statement. “The weeks of uncertainty are now over, clearing the way for important investments,” he said.

# Record Debt Burdens Are Threatening Developing Nations, World Bank Says

By ALAN RAPPEPORT

Surging interest rates are saddling the world’s poorest countries with record levels of debt and complicating investments in public health, education and infrastructure initiatives that are key to helping their populations emerge from poverty, the World Bank warned on Wednesday.

In its latest report on international debt, the World Bank said that low- and middle-income countries had paid \$443.5 billion toward principal and interest in 2022. That is the highest level in history and a 5 percent increase from 2021. The organization projected that total would rise by nearly 40 percent in 2023 and 2024. The bank estimated that more than half of the world’s low-income countries were facing debt distress and called for their obligations to be restructured to avoid a “lost decade.”

“Record debt levels and high interest rates have set many coun-

tries on a path to crisis,” said Indermitt Gill, the World Bank Group’s chief economist.

The World Bank pointed to the variable interest rates on the debt that many developing countries owe and are struggling to repay as a looming threat to their solvency. The bank also noted that the stronger U.S. dollar, which has made those countries’ currencies worth less on global markets, has been making repayment more costly.

Governments have defaulted on their debts 18 times in the last three years, including in places like Zambia, Sri Lanka and Lebanon. That surpasses the total number of defaults that were recorded in the previous two decades, underscoring how unsustainable debt burdens have become.

The predicament has also made it more difficult for developing countries to attract new investment and financing. According to the World Bank, new loan commit-

ments to developing countries declined by 23 percent last year to \$371 billion. It was the first time since 2015 that private creditors had received more money than they invested in developing countries.

The mounting debt burdens have put additional pressure on multilateral development institutions such as the World Bank to provide low-cost loans to poor countries. International coalitions such as the Group of 20 have also been pushing to accelerate debt relief, but those efforts have been moving slowly.

China, the world’s largest creditor, has faced criticism for being an obstacle to debt restructuring agreements because of its reluc-



BRYAN DENTON FOR THE NEW YORK TIMES

tance to assume losses on its loans. Earlier this year, China reached an agreement in principle with Zambia to restructure \$4 billion in debt, but the deal has not been finalized amid lingering objections about concessions from

some of its creditors.

Sri Lanka, which declared bankruptcy last year, is also working on a restructuring package with creditors including China, Japan and India.

With rich countries facing their

## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: Genesis Global Holdco, LLC, et al., Chapter 11 Case No. 23-10063 (SHL) Debtors. Jointly Administered

### NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 FILED BY THE DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On December 6, 2023, the United States Bankruptcy Court for the Southern District of New York (“the Court”) entered an order at ECF No. 1027 (the “Order”); (i) authorizing the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit the votes on the Debtors’ Amended Joint Chapter 11 Plan, dated November 28, 2023 (ECF No. 898) (the “Plan”) and the Debtors’ Amended Disclosure Statement, dated December 6, 2023 (ECF No. 1031) (including all exhibits attached thereto, and as may be amended, altered, modified, revised, or supplemented from time to time) (the “Plan”) and (ii) approving the Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 (ECF No. 1031) (including all exhibits attached thereto, and as may be amended, altered, modified, revised, or supplemented from time to time) (the “Disclosure Statement”) as containing “adequate information” pursuant to Section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the Solicitation Packages; and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

2. The hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence via Zoom on **February 14, 2024 at 10:00 A.M., prevailing Eastern Time**, before the Honorable Sean H. Lane, United States Bankruptcy Court for the Southern District of New York. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court, by agenda filed with the Court, and/or by a notice of adjournment filed with the Court and served on all parties entitled to notice.

3. The Plan may be modified, if necessary, before, during or as a result of the Confirmation Hearing without further notice to interested parties.

4. The deadline for filing objections to the Plan, including objections to the disallowance of any claim for voting purposes, is **January 29, 2024 at 4:00 P.M., prevailing Eastern Time** (the “Objection Deadline”). Any objection to the Plan must (a) be in writing; (b) be in English; (c) conform to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Bankruptcy Rules for the Southern District of New York, General Orders applicable to Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of New York, and the Order Implementing Certain Notice and Case Management Procedures (ECF No. 44) (the “Case Management Order”); (d) state with particularity the basis and nature of any objection to the Plan; (e) be filed electronically with this Court on the docket of In re Genesis Global Holdco, LLC, et al., Case No. 23-10063 (SHL) by registered users of this Court’s electronic filing system and in accordance with the Bankruptcy Court’s General Order M-399 (which is available at <http://www.nyskyscourts.org/gov>); and (f) be served so as to be actually received by the Objection Deadline (or supplemental deadline, if applicable), by: (i) the Chambers of the Honorable Judge Sean H. Lane, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601; (ii) counsel to the Debtors, Deary Gordis Stein & Hamilton LLP, c/o Liberty Plaza, Esq. and Jane VanLare, Esq., (iii) the Office of the United States Trustee for Region 2, U.S. Department of Justice, Office of the U.S. Trustee, Alexander Hamilton U.S. Customs House, One Bowling Green, Suite 515, New York, NY 10004, Attn: Greg Zipes, Esq.; (iv) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Philip Albers, Esq. and Chris Shore, Esq.; and (v) any parties that have appeared and requested notice pursuant to the Bankruptcy Rules.

5. Pursuant to the Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the Plan. If you

are a Holder of a Claim against the Debtors as of **November 28, 2023** (the “Voting Record Date”), and entitled to vote, you have received with this Notice a ballot form (“Ballot”) and instructions for completing the Ballot.

6. The deadline for voting on the Plan is **January 10, 2024 at 4:00 P.M., prevailing Eastern time** (the “Voting Deadline”). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must (a) follow the Ballot instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot, then you must serve on the Debtors and file with the Court a **failure to follow such instructions may disqualify your vote**.

7. If a controversy arises regarding whether any claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be rescinded and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of rescinding any votes on the Plan.

8. The Debtors will file the Plan Supplement (as defined in the Plan) on or before **December 29, 2023**, and will serve notice on all the Holders of Claims entitled to vote on the Plan, which will (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

9. Additional copies of the Plan, Disclosure Statement, or any other Solicitation Material (except for Ballots) are available free of charge by visiting the Kroll website at <https://restructuring.a.kroll.com/genesis>. You may also obtain copies of any pleadings by visiting at <http://www.nyskyscourts.gov> in accordance with the procedures and fees set forth therein. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies, of solicitation materials, but may not advise you of your legal rights under the Plan or as to whether you should vote to accept or reject the Plan.

10. Holders of Unimpaired Claims and Disputed Claims are not entitled to vote on the Plan and therefore, will receive a Notice of Non-Voting Status rather than a Ballot; provided that, Holders of Voted Disputed Claims (as defined in the Solicitation and Voting Procedures) shall receive a Ballot as set forth in such procedures. If you have not received a Ballot for you have received a Ballot (listing an amount you believe to be incorrect) or if the Solicitation and Voting Procedures otherwise provide that you are not entitled to vote on the Plan, but you believe that you should be entitled to vote on the Plan (or you are uncertain whether the amount listed on your Ballot, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a “Rule 3018(a) Motion”) for an order temporarily allowing your Kroll for purposes of voting to accept or reject the Plan on or before December 15, 2023. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a) Motion, such creditor’s Ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes after notice and a hearing. Rule 3018(a) Motions that are not timely filed with the Court, or which are not granted by the Court, will be disregarded.

11. If confirmed, the Plan shall bind all Holders of Claims and Holders of Equity Interests to the maximum extent permitted by applicable law, whether or not such holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in these Chapter 11 Cases, or failed to vote to accept or reject the Plan or voted to reject the Plan. Dated: December 6, 2023. New York, New York, */s/ Jane VanLare*, Sean A. O’Neil, Luke A. Baroford, Jane VanLare, CLARY GOTTIEB STEEN & HAMILTON LLP, One Liberty Plaza, New York, New York 10006, Telephone: (212) 225-2000, Facsimile: (212) 225-3999, Counsel to the Debtors and Debtors-in-Possession.

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8544); and Genesis Asia Pacific, Pte. Ltd. (21648). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

### UCC PUBLIC SALE NOTICE

**PLEASE TAKE NOTICE** that, pursuant to the Uniform Commercial Code, Ralith Capital Partners, LLC, a Delaware limited liability company, as administrative agent for the Mezzanine Lenders (as hereinafter defined) (the “Secured Party”) will offer for sale at public auction to be held at 11:00 A.M. (prevailing Eastern time) on January 30, 2024, and conducted both via Zoom (or a similar online platform) and in-person at the offices of Hunton Andrews Kurth LLP located at 200 Park Avenue, New York, New York 10166, all right, title and interest of SNL XXIV HOLDCO, LLC, a Delaware limited liability company (the “Debtor”), in and to (i) all limited liability company interests in SNL XXIV, LLC, a Delaware limited liability company (the “Senior Loan Borrower”) and (ii) all other collateral pledged by the Debtor under that Mezzanine Pledge and Security Agreement dated as of July 28, 2022, and made by the Debtor in favor of the Secured Party (the “Pledge Agreement”), as more fully set forth in the Pledge Agreement (collectively, the “Collateral”). Copies of the Pledge Agreement are available for inspection as hereinafter described. The Secured Party was granted a security interest in the Collateral to secure certain indebtedness (the “Indebtedness”) of the Debtor. At such public auction, the Collateral will be offered as a single asset and in or in parts or as separate assets. All interested prospective purchasers that meet the qualifications for bidding are invited to attend and bid at the auction, and will have the option to attend either via Zoom (or a similar online platform) or in-person.

**PLEASE TAKE FURTHER NOTICE** that, based upon information provided by the Debtor, the Senior Loan Borrower and/or certain other persons and entities affiliated therewith, it is the understanding of the Secured Party (but without any misrepresentation or inaccuracy contained in this Bidding Certificate, Meeting any requirements of the “Pledge Agreement”), as more fully set forth in the Pledge Agreement (collectively, the “Collateral”), that the Collateral will be sold for cash at such price and on such other commercially reasonable terms as the Secured Party may determine. The minimum bidding increments will be \$100,000.00 or such other amount as the Secured Party may announce at the auction. In order for a prospective bidder (other than the Secured Party or its designee) to be a “qualified bidder” and eligible to bid at the public auction, each such prospective bidder must, unless otherwise agreed in writing by the Secured Party, (a) register with Jones Lang LaSalle Americas, Inc., the (“Broker”) and execute and deliver to the Broker a Bidding Certificate (as hereinafter defined), an Internal Revenue Service form W-9, and a KYC Letter (as defined in the full terms and conditions of the sale) (i) by email to [brett.rosenberg@jll.com](mailto:brett.rosenberg@jll.com) provided receipt is confirmed by response email from Brett Rosenberg, or (ii) by hand, certified mail (return receipt requested), or overnight delivery by a nationally recognized courier service, with a courtesy copy sent by email to [brett.rosenberg@jll.com](mailto:brett.rosenberg@jll.com); so as to be actually received on or prior to 5:00 PM (prevailing Eastern Time) on the date which is at least seven (7) calendar days prior to the date of the public sale; (b) demonstrate to the Secured Party’s satisfaction in advance of bidding its financial ability to tender payment for the Collateral; (c) demonstrate, to the Secured Party’s satisfaction, that the certifications set forth in its Bidding Certificate are true and correct, including without limitation with respect to the prospective bidder’s ability to qualify as a Qualified Transferee (as defined in the Intercreditor Agreement); and (d) at least two (2) business days prior to the start of the auction, provide an initial deposit to the title company or other agent designated by the Secured Party (the “Designated Agent”), by wire transfer of immediately available funds from a U.S. commercial bank, in an amount equal to \$250,000.00 (the “Initial Deposit”). A further deposit will be required from the successful bidder immediately following the public auction and the balance will be due in accordance with the terms and conditions of sale, which terms and conditions may be obtained by contacting the Broker at its address below. The successful bidder will be required to execute a memorandum of sale and such other documents as may be required in accordance with the terms and conditions of the sale at the time the sale is accepted. Secured Party reserves the right to amend, modify, supplement, restate or otherwise alter the terms of sale by announcement made prior to or at the time of the public sale. Prospective bidders are encouraged to perform such due diligence as they deem necessary.

**PLEASE TAKE FURTHER NOTICE** that the limited liability company interests in the Senior Loan Borrower may be considered unregistered securities under the Securities Act of 1933, as amended (the “Securities Act”). The purchaser of the Collateral will be required to represent in writing to the Secured Party (the “Bidding Certificate”) that such purchaser (i) is acquiring the Collateral for investment purposes, solely for the purchaser’s own account and not with a view to distribution or resale of the Collateral within the meaning of Section 2(a)(11) of the Securities Act; (ii) is an accredited investor within the meaning of the applicable securities laws; (iii) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of investment and has sufficient financial means to afford the risk of investment in the Collateral; (iv) will not resell or otherwise hypothecate the Collateral without a valid registration under applicable federal or state laws, including, without limitation, the Securities Act, or an available exemption therefrom; and (v) will purchase the Collateral in compliance with all applicable federal and state laws. The purchaser of the Collateral will be further

required to represent in the Bidding Certificate that it (a) is or will be, at the time of closing of the sale, a Qualified Transferee (as defined in that Intercreditor Agreement dated as of July 28, 2022, by and among Avos Bank, a federal savings bank (together with its successors and assigns, the “Senior Lender”), New Mexico Educational Retirement Board (“NMERB”), Partners Capital Phoenix Fund II LTO – Diversified Income Fund (“ECP”) and together with NMERB and their successors and assigns, the “Mezzanine Lenders”), and the Secured Party (the “Intercreditor Agreement”), and (b) will be able to satisfy and will satisfy all of the other requirements of the Intercreditor Agreement, including without limitation the requirements set forth in Section 5.7 therein. A copy of the Intercreditor Agreement is available for inspection as hereinafter described. Additionally, the Bidding Certificate shall provide the prospective bidder’s agreement to indemnify the Secured Party with respect to any claim based on any misrepresentation or inaccuracy contained in this Bidding Certificate. Meeting any requirements of the foregoing shall be at the sole risk, cost and expense of a prospective bidder.

**PLEASE TAKE FURTHER NOTICE** that the following will apply with respect to the sale herein described. The Collateral will be sold for cash at such price and on such other commercially reasonable terms as the Secured Party may determine. The minimum bidding increments will be \$100,000.00 or such other amount as the Secured Party may announce at the auction. In order for a prospective bidder (other than the Secured Party or its designee) to be a “qualified bidder” and eligible to bid at the public auction, each such prospective bidder must, unless otherwise agreed in writing by the Secured Party, (a) register with Jones Lang LaSalle Americas, Inc., the (“Broker”) and execute and deliver to the Broker a Bidding Certificate (as hereinafter defined), an Internal Revenue Service form W-9, and a KYC Letter (as defined in the full terms and conditions of the sale) (i) by email to [brett.rosenberg@jll.com](mailto:brett.rosenberg@jll.com) provided receipt is confirmed by response email from Brett Rosenberg, or (ii) by hand, certified mail (return receipt requested), or overnight delivery by a nationally recognized courier service, with a courtesy copy sent by email to [brett.rosenberg@jll.com](mailto:brett.rosenberg@jll.com); so as to be actually received on or prior to 5:00 PM (prevailing Eastern Time) on the date which is at least seven (7) calendar days prior to the date of the public sale; (b) demonstrate to the Secured Party’s satisfaction in advance of bidding its financial ability to tender payment for the Collateral; (c) demonstrate, to the Secured Party’s satisfaction, that the certifications set forth in its Bidding Certificate are true and correct, including without limitation with respect to the prospective bidder’s ability to qualify as a Qualified Transferee (as defined in the Intercreditor Agreement); and (d) at least two (2) business days prior to the start of the auction, provide an initial deposit to the title company or other agent designated by the Secured Party (the “Designated Agent”), by wire transfer of immediately available funds from a U.S. commercial bank, in an amount equal to \$250,000.00 (the “Initial Deposit”). A further deposit will be required from the successful bidder immediately following the public auction and the balance will be due in accordance with the terms and conditions of sale, which terms and conditions may be obtained by contacting the Broker at its address below. The successful bidder will be required to execute a memorandum of sale and such other documents as may be required in accordance with the terms and conditions of the sale at the time the sale is accepted. Secured Party reserves the right to amend, modify, supplement, restate or otherwise alter the terms of sale by announcement made prior to or at the time of the public sale. Prospective bidders are encouraged to perform such due diligence as they deem necessary.

**PLEASE TAKE FURTHER NOTICE** that the full terms and conditions of the sale, copies of the relevant agreements, information for attending the auction, and other information may be obtained by contacting Brett Rosenberg at Jones Lang LaSalle Americas, Inc., 330 Madison Avenue, New York, New York 10017, Telephone No.: (212) 812-5926, Email: [brett.rosenberg@jll.com](mailto:brett.rosenberg@jll.com). In the event of any conflict between the terms herein and the full terms and conditions of the sale, the full terms of public sale shall govern. For further information please visit the following website: [www.52-35-74thStreetUCCSale.com](http://www.52-35-74thStreetUCCSale.com).

### UCC PUBLIC SALE NOTICE

**PLEASE TAKE NOTICE** that, pursuant to the Uniform Commercial Code, Ralith Capital Partners, LLC, a Delaware limited liability company, as administrative agent for the Mezzanine Lenders (as hereinafter defined) (the “Secured Party”) will offer for sale at public auction to be held at 1:00 P.M. (prevailing Eastern time) on January 30, 2024, and conducted both via Zoom (or a similar online platform) and in-person at the offices of Hunton Andrews Kurth LLP located at 200 Park Avenue, New York, New York 10166, all right, title and interest of SNL XXIV HOLDCO, LLC, a Delaware limited liability company (the “Debtor”), in and to (i) all limited liability company interests in SNL XXIV, LLC, a Delaware limited liability company (the “Senior Loan Borrower”) and (ii) all other collateral pledged by the Debtor under that Mezzanine Pledge and Security Agreement dated as of May 25, 2022, and made by the Debtor in favor of the Secured Party (the “Pledge Agreement”), as more fully set forth in the Pledge Agreement (collectively, the “Collateral”). Copies of the Pledge Agreement are available for inspection as hereinafter described. The Secured Party was granted a security interest in the Collateral to secure certain indebtedness (the “Indebtedness”) of the Debtor. At such public auction, the Collateral will be offered as a single asset and not in parts or as separate assets. All interested prospective purchasers that meet the qualifications for bidding are invited to attend and bid at the auction, and will have the option to attend either via Zoom (or a similar online platform) or in-person.

**PLEASE TAKE FURTHER NOTICE** that, based upon information provided by the Debtor, the Senior Loan Borrower and/or certain other persons and entities affiliated therewith, it is the understanding of the Secured Party (but without any warranty or representation by the Secured Party as to the accuracy or completeness of the following matters) that (i) the Debtor owns all limited liability company interests in the Senior Loan Borrower, (ii) the Debtor indirectly owns the fee simple interest in the real property commonly known as 581 Austin Place, Bronx, New York, as legally described in Exhibit A to the Loan Agreement (as defined in the Pledge Agreement) (the “Premises”); (iii) the Premises are under construction by Senior Loan Borrower for a self-storage facility; and (iv) the Premises are subject to (a) a project loan securing indebtedness in the original principal amount up to \$7,311,623.00 (the “Project Loan”), and (b) a construction loan securing indebtedness in the original principal amount up to \$21,338,377.00 (the “Construction Loan” and together with the Project Loan, the “Senior Loan”). The Secured Party makes no representation as to the current status of the Senior Loan.

**PLEASE TAKE FURTHER NOTICE** that the Secured Party reserves the right to accept or reject any bid and shall not be obligated to make any sale pursuant to this notice. The Secured Party reserves the right to bid and to become a purchaser at the sale to be made pursuant to this notice and to credit against the purchase price of the Collateral any and all amounts received by the Secured Party in connection with the sale.

**PLEASE TAKE FURTHER NOTICE** that the Collateral will be sold pursuant to appropriate transfer documents on an “AS IS, WHERE IS” basis, with all faults, and without representations or warranties of any kind or nature whatsoever. The purchaser of the Collateral will be required to represent in writing to the Secured Party (the “Bidding Certificate”) that such purchaser (i) is acquiring the Collateral for investment purposes, solely for the purchaser’s own account and not with a view to disposition or resale of the Collateral within the meaning of Section 2(a)(11) of the Securities Act; (ii) is an accredited investor within the meaning of the applicable securities laws; (iii) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of investment and has sufficient financial means to afford the risk of investment in the Collateral; (iv) will not resell or otherwise hypothecate the Collateral without a valid registration under applicable federal or state laws, including, without limitation, the Securities Act, or an available exemption therefrom; and (v) will purchase the Collateral in compliance with all applicable federal and state laws. The purchaser of the

The central bank in Lebanon. The World Bank warned that rising interest rates were making the debt of poorer countries unsustainable.

own high debt burdens and global economic growth remaining sluggish, relief for developing economies could continue to be elusive.

Treasury Secretary Janet L. Yellen said at a Wall Street Journal CEO Council event on Wednesday that debt relief was one of the most important issues that the U.S. and China needed to work together to address, and that it was a regular subject of discussion with her Chinese counterparts.

“A lot of countries around the world are really suffering, especially with high interest rates from unsustainable debt burdens,” Ms. Yellen said. “They need to restructure their debt and we need to cooperate to do it.”

Collateral will be further required to represent in the Bidding Certificate that it (a) is or will be, at the time of closing of the sale, a Qualified Transferee (as defined in that Intercreditor Agreement dated as of May 25, 2022, by and among Avos Bank, a federal savings bank (together with its successors and assigns, the “Senior Lender”), New Mexico Educational Retirement Board (“NMERB”), Partners Capital Phoenix Fund II LTO – Diversified Income Fund (“ECP”) and together with NMERB and their successors and assigns, the “Mezzanine Lenders”), and the Secured Party (the “Intercreditor Agreement”), and (b) will be able to satisfy and will satisfy all of the other requirements of the Intercreditor Agreement, including without limitation the requirements set forth in Section 5.7 therein. A copy of the Intercreditor Agreement is available for inspection as hereinafter described. Additionally, the Bidding Certificate shall provide the prospective bidder’s agreement to indemnify the Secured Party with respect to any claim based on any misrepresentation or inaccuracy contained in this Bidding Certificate. Meeting any requirements of the foregoing shall be at the sole risk, cost and expense of a prospective bidder.

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